

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

This Document Relates To:

**Walter Brister et al. v. National Football
League**

Hon. Anita B. Brody
Hon. David Strawbridge

Case No. 2:12-cv-03693-AB

NOTICE OF ATTORNEY'S LIEN

Pursuant to Rules of Procedure, and the executed Retainer Agreement dated May 10, 2012, Petitioners Anthony Tarricone of KREINDLER & KREINDLER LLP, Sol H. Weiss of ANAPOL WEISS LLP, and Konstantine Kyros of KYROS LAW OFFICE attorneys for Plaintiff, James Boyd, in the above-entitled action, hereby notify this Court and all parties that they have an attorneys' fee lien in this case for reasonable and agreed upon attorney's fees, plus expenses, as set forth in the accompanying Petition to Establish Attorney's Fee Lien.

Dated: September 14, 2017

Respectfully Submitted,
KREINDLER & KREINDLER LLP

/s/ Anthony Tarricone
855 Boylston Street
Suite 1101
Boston, MA 02116
Phone: 617-424-9100
Fax: 617-424-9120
atarricone@kreindler.com

-and-

ANAPOL WEISS LLP
Sol H. Weiss, Esquire (I.D. 15925)
One Logan Square, 130 North 18th Street
Suite 1600
Philadelphia, Pennsylvania 19103
(215) 735-1130 Telephone
(215) 875-7700 Facsimile
sweiss@anapolweiss.com

-and-

KYROS LAW OFFICE
Konstantine Kyros
17 Miles Rd.
Hingham, MA 02043
(800) 934-2921
kon@kyroslaw.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Notice of Attorney's Lien was served electronically via the Court's electronic filing system on the ___th day of September 2017, upon all counsel of record.

Dated: September 14, 2017

/s/ Anthony Tarricone
KREINDLER & KREINDLER LLP
855 Boylston Street
Suite 1101
Boston, MA 02116
Phone: 617-424-9100
Fax: 617-424-9120
atarricone@kreindler.com

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

No. 12-md-2323 (AB)

MDL No. 2323

This Document Relates To:

**Walter Brister et al. v. National Football
League**

Hon. Anita B. Brody
Hon. David Strawbridge

Case No. 2:12-cv-03693-AB

PETITION TO ESTABLISH ATTORNEY'S LIEN

AND NOW come Petitioners Anthony Tarricone of KREINDLER & KREINDLER LLP, Sol H. Weiss of ANAPOL WEISS LLP, and Konstantine Kyros of KYROS LAW OFFICE, pursuant to an executed Retainer Agreement to Petition to Establish Attorney's Lien and state as follows:

1. Petitioner Anthony Tarricone is an attorney admitted to practice before the courts of Massachusetts, the Eastern District of Pennsylvania, and various other courts.
2. Petitioner Sol H. Weiss is attorney admitted to practice in the United States District Court for the Eastern District of Pennsylvania, the Pennsylvania Supreme Court, and various other courts.
3. Petitioner Konstantine Kyros is an attorney admitted to practice before the courts of Massachusetts, and various other courts.
4. Collectively Petitioners file this Petition to establish a lien for attorney's fees as set forth hereinafter.

5. On or about May 10, 2017, Petitioners Anthony Tarricone of KREINDLER & KREINDLER LLP and Konstantine Kyros of KYROS LAW OFFICE were retained by Plaintiff James Boyd, pursuant to a Retainer Agreement for legal services to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football related concussions, head and brain injuries. T

6. The Retainer Agreement provided for a contingency fee of thirty-three and one third percent (33 1/3 %) of the Client-Plaintiff's recovery. (NFL Retainer Agreement, attached hereto as Exhibit A). The Agreement also provided that Petitioners would advance all costs and disbursements necessary to prosecute Plaintiff's claim and that such expenses would be reimbursed from the proceeds of any amount recovered. (*Id.*).

7. After being retained by Plaintiff, Mr. Tarricone and Mr. Kyros associated with Mr. Weiss and his firm to act as local counsel in aiding them to file suit in the Eastern District of Pennsylvania.

8. When Petitioners entered into this Agreement/contract with Plaintiff, Petitioners entered into the risk and expense of the litigation before any settlement discussion had been held.

9. Pursuant to the Retainer Agreement, on June 29, 2012, the Petitioners filed a suit on Plaintiff's behalf as part of the case captioned *Walter Brister et al. v. National Football League et al.*, Case No. 12-cv-03693-AB, in the Eastern District of Pennsylvania. On July 23, 2012, Petitioners filed a short form complaint (Doc. No. 6) on behalf of Plaintiff.

10. From the date Petitioners were authorized to proceed on behalf of the Plaintiff, the Petitioners have actively and diligently investigated, prepared, and pursued Plaintiff's claims, and has taken all steps necessary to prosecute those claims, including, but not limited to,

correspondence and communications with the client, preparation and review of client's factual, medical and legal circumstances, drafting documents and providing client updates.

11. Throughout this litigation, two of Petitioners have served and continue to serve on the Plaintiffs' Steering Committee, which has inured to the Plaintiffs' benefit.

12. The Petitioners voluntarily reduced the contingent fee percentage from thirty-three and one third percent (33 1/3 %) to twenty-three percent (23%) of the net recovery because of the Petitioners' expectation to receive a common benefit fee, as well as the fact that the case had resulted in an administrated settlement.

13. The Petitioners registered Plaintiff for the Settlement Benefits on February 17, 2017.

14. On February 22, 2017, the Petitioners received notice from Plaintiff that he was discharging Petitioners as his attorneys in this matter and that the Petitioners should take no further action on his behalf. It is expected that a new attorney will be pursuing representation of the Plaintiffs in this action.

15. Petitioners were not terminated due to any malfeasance or other improper action.

16. The Petitioners claim the right to have a lien for attorneys' fees and expenses established and enforced upon the sums to be obtained by Plaintiff in this action.

[Remainder of Page Intentionally Left Blank]

WHEREFORE, the Petitioners pray:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;
3. That the Court order that Petitioner be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement or judgment in this action;
4. That the Claims administrator retain 23% of an award for payment of attorneys' fees which includes the 5% hold back to co-lead class counsel for future work on settlement implementation.

Dated: September 14, 2017

Respectfully Submitted,
KREINDLER & KREINDLER LLP

/s/ Anthony Tarricone
855 Boylston Street
Suite 1101
Boston, MA 02116
Phone: 617-424-9100
Fax: 617-424-9120
atarricone@kreindler.com

-and-

ANAPOL WEISS LLP
Sol H. Weiss, Esquire (I.D. 15925)
One Logan Square, 130 North 18th Street
Suite 1600
Philadelphia, Pennsylvania 19103
(215) 735-1130 Telephone
(215) 875-7700 Facsimile
sweiss@anapolweiss.com

-and-

KYROS LAW OFFICE
Konstantine Kyros
17 Miles Rd.
Hingham, MA 02043
(800) 934-2921
kon@kyroslaw.com

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Petition to Establish Attorney's Lien was served electronically via the Court's electronic filing system on the 14th day of September 2017, upon all counsel of record.

Dated: September 14, 2017

/s/ Anthony Tarricone
KREINDLER & KREINDLER LLP
855 Boylston Street
Suite 1101
Boston, MA 02116
Phone: 617-424-9100
Fax: 617-424-9120
atarricone@kreindler.com

EXHIBIT “A”

Kreindler & Kreindler LLP & Kyros Law Offices
NFL CLAIM RETAINER AGREEMENT
1-800-803-7341

Mr. James Boyd


Dear Mr. Boyd,

Thank you for your interest in our services. We look forward to working with you.

This letter when signed by you means that you are hiring our law firms to represent you. You are hiring some of the most experienced law firms in the country, Kreindler & Kreindler LLP and Kyros Law Offices to represent you to pursue a potential claim for injuries and damages against the National Football League ("NFL") and any other responsible parties concerning claims for long-term head, brain injuries and other injuries and damages associated with football-related concussions. You hereby give Kreindler & Kreindler LLP and Kyros Law Offices the sole and exclusive right to take any and all legal steps needed to enforce legal claims we will pursue on your behalf. You agree to cooperate with your attorneys to help us settle your claims. You agree not settle this action without the written consent of your lawyers: Kreindler & Kreindler LLP and Kyros Law Offices.

In consideration of services rendered, you hereby agree to pay your lawyers Kreindler & Kreindler LLP and Kyros Law Offices by allowing them to retain one-third (33 1/3 %) of any monies that they get by reasons of the your legal claims against the NFL, you agree that paying your lawyers thirty-three and one-third (33 1/3 %) percent of the sum recovered, whether recovered by suit, settlement or otherwise is fair and reasonable.

Your lawyers Kreindler & Kreindler LLP and Kyros Law Offices will pay in advance all costs and disbursements necessary to prosecute your claim, including investigative fees, experts and other services properly chargeable to the enforcement and prosecution of your claim. At the conclusion of your case, all expenses and disbursements advanced by Kreindler & Kreindler LLP and Kyros Law Offices shall be reimbursed to them.

It is understood that Kreindler & Kreindler LLP and Kyros Law Offices have made no promises or guarantees regarding the outcome of your case. If after further investigation of the merits of the claim Kreindler & Kreindler LLP and Kyros Law Offices determine that the claim cannot be successful, Kreindler & Kreindler LLP and Kyros Law Offices may decline further representation and end this contract by mailing notice to you. In such event there will never be any charge for services rendered or expenses incurred.

Upon conclusion of the case, Kreindler & Kreindler LLP and Kyros Law Offices will retain a copy of the case file for a period of 90 days, during which you can request an electronic copy of the file. At the conclusion of 90 days, we will return any original documents provided by you, as well as any documents we think you should retain. Thereafter, we reserve the right to discard materials in the file. It is agreed that any disputes arising under this agreement or the services rendered hereunder shall be venued in New York and governed by New York law. The Agreement may not be

modified in any way without the express, written agreement of both parties. This represents the entire agreement of the parties.

Please let us know if you have any questions. We look forward to representing you. Please sign this agreement as soon as you can and return it to us in the enclosed United States Postal Service prepaid envelope so that we may begin working on your case. Thank you.

Sincerely,

K. William Kyros, Esq.

For Kyros Law Offices & Kreindler & Kreindler LLP

ACCEPTED BY

Mr. James Boyd (Sign Here)

Your SSN #: 

Date: 5-10-12